

EAST	ERN DISTRICT OF NEW YORK	
	X AHAM LESER	
	Plaintiff,	
	-against-	09-CV-2362 (KAM)(MDG)
U.S. I	BANK NATIONAL ASSOCIATION,	
	Defendant.	
	BANK NATIONAL ASSOCIATION,	
	Counterclaim Plaintiff,	
	v.	
ABRA	AHAM LESER,	
	Counterclaim Defendant.	
	<u>VERD</u>	ICT FORM
	I. VTE I	Philadelphia Loan
to us:	We, the jury in the above-captioned ac	tion, find the following on the questions submitted
	evidence that he did not sign the pe	nt Abraham Leser prove by a preponderance of the resonal guaranty associated with the loan by S. Bank, N.A. to VTE Philadelphia L.P. (the
	YES	NO
	If you answered "YES," to Question answered "NO," to Question 1, ple	n 1, please proceed directly to Question 3. If you are proceed directly to Question 2

2. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a prepondera the evidence that plaintiff/counterclaim defendant Abraham Leser signed the guaranty associated with the Philadelphia Loan?			
	YES	NO	
		Question 2, please proceed directly to Question 6. If you a 2, please proceed directly to Question 3.	
3. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponde the evidence that an agent of plaintiff/counterclaim defendant Abraham Leinto the personal guaranty associated with the Philadelphia Loan on plaintiff/counterclaim defendant Abraham Leser's behalf?			
	YES	NO	
		Question 3, please proceed directly to Question 6. If you a 3, please proceed directly to Question 4.	
4.	plaintiff/counterclaim defen	plaintiff U.S. Bank, N.A. prove by a preponderance that dant Abraham Leser is equitably estopped from denying sonal guaranty associated with the Philadelphia Loan is	
	YES	NO	
		Question 4, please proceed directly to Question 6. If you a 4, please proceed directly to Question 5.	
5.	the evidence that plaintiff/co	plaintiff U.S. Bank, N.A. prove by a preponderance of ounterclaim defendant Abraham Leser ratified the with the Philadelphia Loan?	
	YES	NO	
		Question 5, please proceed directly to Question 6. If you 5, please proceed directly to Question 10.	
6.	the evidence that plaintiff/copersonal guaranty associated	plaintiff U.S. Bank, N.A. prove by a preponderance of punterclaim defendant Abraham Leser breached the with the Philadelphia Loan?	
	YES	NO	
		Question 6, please proceed directly to Question 7. If you a 6, please proceed directly to Question 10.	

7.	What are defendant/counterclaim plaintiff U.S. Bank, N.A.'s damages as a result of plaintiff/counterclaim defendant Abraham Leser's breach of the personal guaranty associated with the Philadelphia Loan?		
	TOTAL \$ 17,556, 181.35		
	If you answered Question 7, please proceed directly to Question 8.		
8.	On what date should interest begin to be computed with respect to the defendant/counterclaim plaintiff U.S. Bank, N.A.'s damages as a result of plaintiff/counterclaim defendant Abraham Leser's breach of the personal guaranty associated with the Philadelphia Loan?		
	DATE for loan interest		
	DATE for default interest		
	If you answered Question 8, please proceed directly to Question 9.		
9.	Is defendant/counterclaim plaintiff U.S. Bank, N.A. entitled to attorneys' fees and costs as a result of plaintiff/counterclaim defendant Abraham Leser's breach of the personal guaranty associated with the Philadelphia Loan?		
	If you answered Question 9, stop here, and please proceed directly to Section II of this Verdict Form.		
10.	Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser was unjustly enriched by the Philadelphia Loan:		
	YESNO		
	If you answered Question 9, stop here, and please proceed directly to Section II of this Verdict Form.		
11.	What is the value of the money, property, or benefit conferred on plaintiff/counterclaim defendant Abraham Leser by defendant/counterclaim plaintiff U.S. Bank, N.A. by the Philadelphia Loan?		
	TOTAL \$		
	If you answered Question 11, please proceed directly to Section II of this Verdict Form.		

II. Seattle Loan

1.	Did plaintiff/counterclaim defendant Abraham Leser prove by a preponderance of the evidence that he did not sign the personal guaranty associated with the loan by defendant/counterclaim plaintiff U.S. Bank, N.A. to Reuben Corporation, JJ Lyons Associates, Inc., Bronx AL LLC and Bronx RMT LLC (the "Seattle Loan")?		
	YES	NO	
	If you answered "YES," to Question answered "NO," to Question 1, pleas	l, please proceed directly to Question 3. If you e proceed directly to Question 2.	
2.		U.S. Bank, N.A. prove by a preponderance of m defendant Abraham Leser signed the personal oan?	
	YES	NO NO	
	If you answered "YES," to Question answered "NO," to Question 2, please	2, please proceed directly to Question 6. If you e proceed directly to Question 3.	
3.	U.S. Bank, N.A. prove by a preponderance of counterclaim defendant Abraham Leser entered with the Seattle Loan on plaintiff/counterclaim		
	YES	NO	
	If you answered "YES," to Question answered "NO," to Question 3, please	3, please proceed directly to Question 6. If you proceed directly to Question 4.	
4.	the evidence that plaintiff/counterclai	U.S. Bank, N.A. prove by a preponderance of m defendant Abraham Leser is equitably ure on the personal guaranty associated with the	
	YES	NO	
	If you answered "YES," to Question answered "NO," to Question 4, pleas	4, please proceed directly to Question 6. If you e proceed directly to Question 5.	

	the evidence that plaintiff/or personal guaranty associated		
	YES	NO	
		Question 5, please proceed directly to Question 6. If you on 5, please proceed directly to Question 10.	
6.	the evidence that plaintiff/c personal guaranty associate	n plaintiff U.S. Bank, N.A. prove by a preponderance of counterclaim defendant Abraham Leser breached the ed with the Seattle Loan?	
	YES YES	NO	
		Question 6, please proceed directly to Question 7. If you on 6, please proceed directly to Question 10.	
7.		rclaim plaintiff U.S. Bank, N.A.'s damages as a result of indant Abraham Leser's breach of the personal guaranty Loan?	
	TOTAL	\$ 20, 733, 394.31	
	If you answered Question 7	, please proceed directly to Question 8.	
8.	defendant/counterclaim pla	st begin to be computed with respect to the intiff U.S. Bank, N.A.'s damages as a result of indant Abraham Leser's breach of the personal guaranty Loan?	
	DATE fo	or loan interest	
	DATE fo	or default interest	
	If you answered Question 8	s, please proceed directly to Question 9.	
9.	Is defendant/counterclaim plaintiff U.S. Bank, N.A. entitled to attorneys' fees and costs as a result of plaintiff/counterclaim defendant Abraham Leser's breach of the personal guaranty associated with the Seattle Loan?		
	YES	NO	
	If you answered Question 9 foreperson sign and date th), stop here, answer no further questions, and have the	

10.	0. Did defendant/counterclaim plaintiff U.S. Bank, N.A. prove by a preponderance of the evidence that plaintiff/counterclaim defendant Abraham Leser was unjustly enriched by the Seattle Loan?			
	YES	NO		
	If you answered "YES" to Question 10, please proceed directly to Question 11. If you answered "NO" to Question 10, stop here, answer no further questions, and have the foreperson sign and date this form.			
11.	1. What is the value of the money, property, or benefit conferred on plaintiff/counterclaim defendant Abraham Leser by defendant/counterclaim plaintiff U.S. Bank, N.A. by the Seattle Loan?			
	TOTAL \$			
	If you answered Question 11, stop here, answer no further questions, and have the foreperson sign and date this form.			
	Your Foreperson must now sign and date the verdict sheet.			
	Ju Sulpy	·	//14/13 Dated	
	Signature of Foreperson		Dated	